



## GENERAL TERMS AND CONDITIONS

All quotations, products, and services provided by BlueHalo, LLC (to include its affiliates and subsidiaries, specifically Eqlipse Technologies, LLC and its subsidiaries) (“BlueHalo”) or its representatives to any customer, distributor, reseller, original equipment manufacturer, end-user or other purchaser (“Buyer”) are furnished only on the terms and conditions stated herein.

By ordering, paying for, and accepting delivery of products and/or services (“Products”) from BlueHalo, Buyer accepts these terms and conditions (“Terms”) and agrees that, unless modified by separate negotiated agreement as provided below, these Terms together with the item, quantity, price, and similar terms set forth in BlueHalo’s quotation, order acknowledgement and/or invoice, constitute the entire understanding of the parties, superseding all other communications and documentation. BlueHalo hereby expressly rejects any different or additional terms contained or referenced in any purchase order or other documentation furnished by Buyer. **No waiver or modification of these Terms shall be binding on BlueHalo unless set out in a separate negotiated agreement signed by an authorized officer of BlueHalo.**

In March 2024, Eqlipse Technologies, LLC (“Eqlipse”) was purchased by the parent company of BlueHalo, LLC. As currently structured, Eqlipse is not a subsidiary of BlueHalo, LLC, but is an operating company of that parent holding company.

### 1. Quotations and Prices.

(a) All prices are based on the delivery terms herein and, unless otherwise specified by BlueHalo in a separate written agreement or quotation, are subject to change without notice.

(b) Quotations are valid for 30 days, unless otherwise specified therein, and BlueHalo may change or withdraw them at any time prior to acceptance. Quotations to non-U.S. Buyers are solicitations for offers to purchase. Clerical or typographical errors are subject to correction. Quoted prices and estimated lead-times are valid only for the quantities, terms, and payment schedule specified.

(c) Prices stated do not include applicable local, state, federal sales, use, value added, goods and services, excise, property, customs, stamp, documentary, import/export, or other taxes, tariffs, fees, duties, withholdings or like charges, domestic or foreign. BlueHalo will invoice Buyer for all such amounts in addition to quoted pricing unless exempted. Buyer shall pay the amount of any sales, use or similar tax applicable to the sale of the items herein or to the use of such goods by the Buyer (except taxes based on BlueHalo’s income) or in lieu thereof the Buyer

may provide BlueHalo with a tax exemption certificate acceptable to the taxing authorities.

### 2. Orders and Acceptance.

To receive quoted pricing, Buyer’s purchase order must refer to the applicable BlueHalo quotation by Quote Number (if available) or date of quote and accept and agree to all Terms without modification. A purchase order that either accepts BlueHalo’s quote without change or includes only those changes accepted in writing by BlueHalo is referred to herein as an “Order.” Buyer must present all Orders in writing and in machine readable format via e-mail to the BlueHalo Contracts Representative identified in the quotation. An Order will be considered accepted only when BlueHalo expresses its acceptance in writing or ships the Products ordered. BlueHalo may refuse any Order, in whole or in part, or specify an alternate delivery schedule if Orders from all sources exceed BlueHalo's inventory or ability to deliver. Where Orders are placed, acknowledged, and/or invoiced by electronic transmission, BlueHalo will consider the data transmitted “in writing” and “signed”; and any printout of electronic transmissions maintained in the ordinary course of business will be considered an “original” to the



same extent and under the same conditions as other business records maintained in documentary form. BlueHalo may assume that persons placing Orders on behalf of Buyer (electronically or otherwise) are authorized to do so and to accept the terms and conditions herein.

### **3. Change and Cancellation.**

(a) Except where BlueHalo has expressly agreed otherwise in writing, all Orders are NON-CANCELLABLE and NON-RETURNABLE, and any cancellation will be subject to payment of cancellation charges as determined by BlueHalo. Such charges may include, but are not limited to, charges for raw material, work in process and finished goods applicable to the order, together with applicable overhead and allowance for profit.

(b) Buyer must submit all requested changes in writing to BlueHalo at least ninety (90) days in advance of the scheduled delivery date. BlueHalo may accept such changes in its sole discretion. BlueHalo will solely determine the costs and/or delays arising from such changes.

(c) BlueHalo may immediately cancel or suspend performance of any order if Buyer fails to meet any of its obligations herein.

### **4. Payment.**

(a) For customers with approved credit, terms are NET 30 days from date of invoice by BlueHalo, unless otherwise specified on the Purchase Order or Quote. For customers without approved credit, terms are cash in advance or provision of a letter of credit acceptable to BlueHalo in its sole discretion in advance of order acceptance.

(b) Credit terms, including the acceptance of letters of credit, if applicable, require the written approval of BlueHalo's Vice President of Accounting and are subject to an annual renewal of such approval. Notwithstanding credit approval, BlueHalo may modify payment terms or require prior payment, letter of credit, or COD when, in the opinion of BlueHalo, Buyer's financial condition or previous payment record so warrants.

(c) Deposits or similar advance payments, if any, are non-refundable and no discount for early

payment is authorized without the written consent of BlueHalo.

(d) Payment terms will not be affected by any delay in delivery, installation or acceptance; provided, however, that if shipment is delayed due to Buyer's acts or omissions, payment will be due from Buyer on the scheduled shipment date, and Products will be stored at Buyer's expense and risk for the duration of such delay. BlueHalo will bill partial shipments as made and payable on the terms above.

(e) If Buyer is delinquent in any payment due, BlueHalo may exercise all available remedies, including set off, and may suspend production and/or institute credit hold procedures for all pending orders. BlueHalo may impose a service charge (not to exceed 1.5% per month) on all past due balances.

(f) If BlueHalo refers an account to a third party for collection, Blue Halo will charge all costs and expenses of such collection (including, without limitation, reasonable attorneys' fees) to Buyer's account, up to the maximum allowed by law.

(g) In the event of any voluntary or involuntary bankruptcy or insolvency proceeding involving Buyer, BlueHalo may cancel any order(s) then outstanding and receive reimbursement for cancellation charges as provided above.

(h) BlueHalo will assess all payments made by credit card a 3.5% processing fee, which will be added and charged at the time of processing.

### **5. Packing and Marking.**

BlueHalo will provide packing, packaging and marking in accordance with commercial practices at the quoted prices. BlueHalo may adjust the quoted price for any unique or special requirements requested by Buyer.

### **6. Delivery and Inspection.**

(a) For domestic shipments, all deliveries are FOB Origin. Buyer shall bear all risk and expense for delivery of Products and, at its option may select the carrier and method of shipment. BlueHalo will make such selections if Buyer fails to do so at least five (5) days prior to shipment, and any shipping contracts made by BlueHalo will be for Buyer's account and invoiced to Buyer



in addition to the Product price, unless otherwise agreed to in writing by BlueHalo.

(b) For international shipments, delivery shall be either Free Carrier (FCA) BlueHalo's Facilities (Incoterms 2010) or as specified in BlueHalo's order acknowledgment. BlueHalo will use its forwarder to clear the shipment for export under its own license then turn the shipment over to Buyer's forwarder for shipment onward at Buyer's expense and risk.

(c) Title to the material shipped and all risks of loss pass to Buyer upon shipment as described above. In not previously accepted, receipt of delivery by or behalf of Buyer will constitute acceptance of these Terms.

(d) BlueHalo will make reasonable commercial efforts to promptly deliver accepted Orders. However, the dates indicated for delivery or performance are approximate only, and BlueHalo has no liability for any failure to perform within such dates.

(e) Buyer shall inspect all items upon arrival and provide written notice to BlueHalo, within thirty (30) days of any claim for shortage or other nonconformance. If Buyer fails to give timely notice, all items will be deemed accepted, and Buyer will waive any right of rejection. Buyer's use or resale of Products in any manner following delivery will also constitute acceptance. Any claim for loss or damage in transit should be made directly to the delivering carrier.

#### **7. No Warranty.**

UNLESS A WARRANTY IS OFFERED AND DEFINED ON THE QUOTATION OR PURCHASE ORDER, THEN THAT SECTION APPLIES. TO THE FULL EXTENT ALLOWED BY LAW, BLUEHALO PRODUCTS ARE PROVIDED "AS IS," AND BLUEHALO DOES NOT MAKE NOR GIVE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, AND GUARANTIES, WHETHER ORAL OR WRITTEN, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **8. Return Authorization.**

(a) All returns (including returns for examination or repair under Warranty) require prior authorization from BlueHalo in the form of a Returned Material Authorization ("RMA"), which may be obtained by contacting the BlueHalo Contracts Representative. The RMA number is valid for seven (7) days from issuance and should be clearly marked on the exterior of the shipping container and all enclosed shipping documents. Products returned without an RMA number may be returned to Buyer freight collect.

(b) Unless agreed to by BlueHalo to the contrary in writing, all sales are final. For non-Warranty repairs, issuance of an RMA requires a Buyer purchase order ("PO") covering all charges associated with the required repairs or service. A PO is also required for items under Warranty where Buyer requests an expedited exchange; BlueHalo will issue a credit against the PO upon receipt of returned items per the RMA instructions. Buyer must ship all returned items freight prepaid and properly boxed to prevent damage in transit. BlueHalo WILL NOT ACCEPT ANY C.O.D. PARCELS. BlueHalo will prepay for the return of all Products covered by Warranty. BlueHalo will charge Buyer for return of all Products not under Warranty or returned with no fault found or where the Products are found to have been modified or damaged by Buyer or any other party after delivery of the Products.

#### **9. Product Specifications and Validation.**

(a) All Products, when delivered by BlueHalo, will substantially conform to BlueHalo's published specifications. Any other description of the Products is for the sole purpose of identification and does not constitute a warranty by BlueHalo of any sort. Any sample or model provided or used in connection with any order is for illustrative purposes only and is not to be construed as a warranty that the Products will conform to the sample or model.

(b) Buyer shall validate each specific Product application, as well as any use of Products as a component of, physically installed on, or in



conjunction with other products or attachments not supplied or specified by BlueHalo for such purpose, including all necessary testing and qualification. Buyer shall implement any necessary systems and protections to ensure that any failure or defect relating to the Products will not result in any other or further liability, damage, or safety issues.

(c) BlueHalo's responsibility shall be limited to repair or replacement of any defective Product(s) as provided in these Terms and shall include no further liability for or arising out of third party products with which the Products may be installed, combined, or used.

(d) BlueHalo may discontinue or change the design or specifications of any Product or component at any time and will use commercially reasonable efforts to notify Buyer of any decision to discontinue Products or any material change in specifications affecting form, fit or function.

#### **10. Software and Firmware.**

(a) Any software provided by BlueHalo, including without limitation internal system code, firmware, and/or operating system software ("Software") is licensed, and is provided upon the terms and subject to the conditions set forth in the applicable license agreement, the terms of which will prevail over any contrary terms and conditions herein. To the full extent allowed under applicable law, Buyer will be deemed to have agreed to the terms of any applicable licenses by opening the media envelope or by installing or using the Software or the Product in which it is installed. BlueHalo or its suppliers or licensors own all such Software and, unless otherwise provided in the applicable license agreement, BlueHalo grants Buyer, only for so long as Buyer owns or uses the Product as authorized, a limited, personal, non-exclusive, non-transferable, license to use such Software only in machine readable form and only as part of the normal operation and maintenance of the Product with which it is provided. All rights in and to such Software that are not expressly granted to Buyer are expressly reserved.

(b) Unless otherwise provided in the applicable license agreement, Buyer shall not copy or duplicate the Software, in whole or in part (other

than one back-up copy, bearing all original copyright notices, for archival purposes) or transfer, sublicense, distribute, sell, lease, rent, or otherwise provide or disclose any such Software, or any portion thereof, to any third party, including without limitation any use over the internet or through an application service provider model. Buyer shall not circumvent any usage or other restrictions imposed by any license manager, or modify, adapt, copy, recast, alter, compile, decompile, translate, or create derivative works based on such Software, or use the same for application development purposes.

(c) For Software installed or embedded in a Product, Buyer's license will terminate when Buyer discontinues use of the Product with which such Software is provided.

(d) If BlueHalo provides or makes available to Buyer any third-party Software as or in connection with any Product, BlueHalo provides such third-party Software to Buyer subject to the third party's copyright and end user license, the terms and conditions of which are set forth in the applicable license agreement. BlueHalo shall transfer to Buyer only those rights, warranty terms, remedies and obligations granted by the third party. To the maximum extent allowed under applicable law, BlueHalo makes no other representations or warranties regarding, and have no liability to Buyer related to or arising out of, such third-party Software.

#### **11. Use Restrictions and Requirements.**

(a) Certain BlueHalo Products are Defense Articles as defined by the USML per 22 CFR 121 and are therefore Export-Controlled under the International Traffic in Arms Regulations ("ITAR"). Any Order is subject to all applicable U.S., Canada or other laws and regulations relating to the export of the Products. Buyer shall not ship, transfer, export, re-export or use the Products or any technical data or technology relating thereto in violation of applicable export laws, regulations or restrictions, and Buyer is responsible for compliance with all applicable state, local, foreign, and other laws, regulations, codes, ordinances, recommendations and requirements of government authorities pertaining to the purchase, license, installation, operation, maintenance, use, resale, or transfer of



Products supplied hereunder, including without limitation obtaining all required licenses, permits, and registrations, it being understood that BlueHalo shall have no obligation or responsibility and makes no warranty of any kind regarding compliance with such requirements.

(b) Upon request from BlueHalo, Buyer shall complete, sign, and submit an End-User Statement (“EUS”) and a DSP-83. Delay in providing a signed EUS and if required, DSP-83, for each Order may result in delay of acceptance by BlueHalo. Buyer represents and warrants that any information provided by Buyer to BlueHalo on any end-user certification or DSP-83 is truthful, accurate and complete.

(c) BlueHalo shall not be liable if any license, permit, or registration is delayed, denied, revoked, restricted, or not renewed, and Buyer shall not thereby be relieved of any obligation to pay BlueHalo for the Products.

(d) Buyer may not:

(i) Modify, alter, disassemble, or make any changes to any Products, or permit any third party to do so, without BlueHalo’s prior written consent;

(ii) Import, export, sell, transfer, service, store, or otherwise handle, distribute or use any Products supplied hereunder in any manner prohibited by applicable laws and regulations, including all applicable export control laws, restrictions and regulations, or contrary to any written warning or instruction given by BlueHalo herein, in the Product documentation, on its website, or otherwise;

(iii) Trans-ship, divert, re-export or otherwise dispose of any U.S.-origin goods or technology obtained from BlueHalo except as expressly permitted by applicable export control laws, restrictions and regulations; or

(iv) Make any representations or warranties on behalf of BlueHalo as to the quality, merchantability, fitness for a particular use, or other features of the Products.

(e) Buyer shall indemnify and hold harmless BlueHalo from all liabilities, claims, losses, damages, and expenses (including without limitation reasonable attorneys’ fees and

expenses) arising out of any breach of these terms and conditions, except as expressly limited herein.

## 12. Intellectual Property.

(a) Buyer acknowledges and agrees that BlueHalo’s Products are based upon and embody various confidential and/or proprietary technology, patents, copyrights, information, know-how, trade secrets, and other intellectual property of BlueHalo and its suppliers and licensors.

(b) BlueHalo and its suppliers or licensors (as applicable) shall exclusively own all inventions, information, technical data or drawings, copyrights, patents, trademarks, technology, processes, methods, know-how, trade secrets, and other proprietary information of any kind used or embodied in the Products and any documentation, drawings, designs, specifications, software, and other items furnished by BlueHalo, all intellectual property rights with respect thereto, and all reproductions or derivatives thereof in any form (“Intellectual Property”).

(c) Buyer shall neither acquire nor claim any right, title, or interest in, and shall exercise reasonable care to maintain the confidentiality of, BlueHalo’s Intellectual Property, and shall use the same solely as required for its authorized use of the Products supplied hereunder.

(d) Buyer may not directly or indirectly:

(i) Copy, adapt, develop, reverse engineer, recast, compile, decompile, translate, or create derivative works from any Products or items provided by BlueHalo, or permit any third party to do so;

(ii) Remove, alter, or obscure any copyright, trademark, patent, logo, government restricted rights, or other notices or legends from items provided by BlueHalo; or

(iii) Disclose or use BlueHalo’s Intellectual Property for commercial purposes or in a manner detrimental to BlueHalo.

(e) Disclosures of BlueHalo’s Intellectual Property may be made only to Buyer’s personnel



having a specific need to know and a written obligation to protect such information no less restrictive than the restrictions herein, and Buyer will be responsible for any breach by its personnel.

(f) Any breach of this Section will cause irreparable harm for which recovery of damages would be inadequate, and that BlueHalo may seek immediate injunctive or other equitable relief to prevent any violation, threatened or actual, of this Section, in addition to any other remedies, and without proof of actual damage.

(g) Buyer acknowledges and agrees that BlueHalo solely and exclusively owns and has all right, title and interest in and to all Intellectual Property, as well as all technical data, software, both object and source code, trade secrets, mask works, processes, ideas, know-how, documentation, concepts, inventions, improvements, discoveries and any other tangible or intangible property developed or prepared by BlueHalo pursuant to, or in anticipation of, a Buyer purchase order and all related copyrights, patents, trade secret rights, mask work rights and other intellectual property rights.

(h) Without limiting the generality of the foregoing, BlueHalo owns all records papers, reports, descriptive and pictorial material, printed or written technical information, drawings, reproductions thereof, samples, models, and tools supplied or produced by BlueHalo during performance of the work under these Terms. Buyer shall not disclose the nature and contents of any such information to others without written permission from BlueHalo and shall be surrendered by Buyer to BlueHalo upon completion of the related portions of such work, as may be requested.

### **13. Excusable Delay.**

BlueHalo shall not be liable for any failure or delay in performing its obligations hereunder as a result of (1) causes or factors beyond its reasonable control; (2) acts of God or the public enemy, acts of any government agency or authority, fire, floods, unusually severe weather, epidemics, quarantine restrictions, war, riot, strike, labor disturbance, freight embargo, public disorder, delays in transportation, or car

shortages; (3) inability to obtain necessary labor, materials, components, or manufacturing facilities; (4) subcontractor or supplier delays which are beyond the control of the subcontractor or supplier; or (4) acts of Buyer, its employees, contractors, or agents. For delays resulting from such causes, performance will be correspondingly extended.

### **14. Limitation of Liability.**

(a) BlueHalo shall have no liability for any loss, claim or liability (including without limitation any claim of infringement) to the extent such claim arises in any way out of:

(i) Products manufactured or modified based on Buyer's designs or specifications;

(ii) Misuse, misapplication, improper or faulty installation, or use of Products in any manner or for any purpose other than as specified by BlueHalo;

(iii) Modification, repair, or disassembly of Products other than by or as authorized by BlueHalo; or

(iv) Use of Products in combination or conjunction with, physically installed on, or as a component of non-BlueHalo equipment, software, services, accessories, attachments, interfaces, or consumables, unless supplied or approved by BlueHalo.

(b) Buyer must make any claim against BlueHalo, regardless of form, arising out of the Products or transactions to which these Terms apply, within two (2) years after the cause of action arises or performance hereunder is completed or terminated, whichever first occurs.

(c) IN NO EVENT WILL BLUEHALO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT LOSSES, COSTS, OR DAMAGES, HOWEVER CAUSED, WHETHER OR NOT FORESEEABLE, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR UNUSABLE, OR LOSSES SUSTAINED BY BUYER OR ANY THIRD PARTY FOR A FAILURE OF THE PRODUCTS TO OPERATE



WITH ANY OTHER PRODUCTS OR SOFTWARE PROGRAMS). BLUEHALO'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE FOR ANY AND ALL CAUSES SHALL BE LIMITED TO THE PURCHASE PRICE PAID OR PAYABLE FOR THE APPLICABLE PURCHASE ORDER. THESE LIMITATIONS WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT, STRICT LIABILITY, INDEMNIFICATION, OR OTHERWISE, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(d) FOR EUROPEAN CUSTOMERS, THE FOREGOING SHALL BE MODIFIED SOLELY AS REQUIRED UNDER THE PRODUCT LIABILITY ACT, IT BEING AGREED THAT CLAIMS OVER AND ABOVE THOSE UNDER THE PRODUCT LIABILITY ACT WILL NOT BE MADE BY BUYER AGAINST BLUEHALO, AS MANUFACTURER, UNDER ANY THEORY OF LIABILITY, INCLUDING BY MEANS OF INDEMNIFICATION OBLIGATIONS.

(e) Buyer acknowledges and agrees that these limitations of liability are a material part of the bargain between the Parties and are reflected in Product pricing, which would be higher without these limitations.

#### **15. Indemnity.**

Buyer shall defend, indemnify, and hold harmless BlueHalo, its parents, subsidiaries and affiliates, to include Eqlipse Technologies, LLC, and their respective directors, officers and employees and representatives, from and against any and all claims, suits, losses, obligations, causes of action, damages, and expenses (including attorney's fees) relating to or arising out of any use of the Products by Buyer, its customers, or any third parties to whom Buyer transfers the Products or otherwise makes them available.

#### **16. Buyer Property.**

BlueHalo shall not be liable for loss or destruction to Buyer property, including property, which is the subject of this order, whether owned by Buyer, the U.S. Government, or others, except to the extent that BlueHalo is

reimbursed or compensated for any loss of or destruction of or damage to such Buyer property or which results from willful misconduct or lack of good faith on the part of BlueHalo's managerial personnel.

#### **17. Termination.**

BlueHalo may terminate this Agreement without liability upon written notice to Buyer if the Buyer becomes insolvent, files a petition in bankruptcy, or fails to perform a material term or obligation of this Agreement and such failure to perform continues for a period of fifteen (15) days after receipt of written notice of such breach, or if BlueHalo determines that the Agreement or completion of any Order under the Agreement would not be compliant with applicable US laws and regulations. Failure to pay any monies due under this Agreement is considered a material breach. Termination shall not exclude other remedies BlueHalo may have for failure to perform its obligations hereunder.

#### **18. United States as End User.**

If the Products sold hereunder are pursuant to a contract or subcontract issued by an agency or department of the United States government, Buyer shall notify BlueHalo in advance of submitting an Order. If such modifications cause an increase in cost to BlueHalo of delivering the Products, BlueHalo may requote the Products based on the increased cost and Buyer shall either accept the increased price and or decline to place the Order. BlueHalo agrees that the Terms (other than those with respect to price and payment) shall be deemed modified to the extent reasonably necessary for Buyer to comply with mandatory statutory procurement requirements imposed on Buyer by virtue of the fact that the Products procured hereunder are intended to be acquired, used, or consumed by an agency or a department of the United States; provided, however, that these Terms shall not be deemed so modified unless and until Buyer notifies BlueHalo of such intent and identifies with specificity the modifications Buyer deems necessary for compliance.

#### **19. Notices.**

Any notices, authorizations or other communications required or permitted to be



given or delivered under this Agreement shall be in writing (unless otherwise specifically provided herein) and sent by hand, by certified or registered mail (with return receipt requested), by overnight courier or electronic mail to the addresses below. If delivered by hand or overnight courier, a notice or communication shall be deemed effective on the date of delivery. If delivered by certified or registered mail (return receipt requested), a notice or communication will be deemed effective three (3) days after mailing. If sent by electronic mail transmission, a notice or communication will be deemed effective upon confirmation of receipt or after one business day.

#### **20. Retention of Records.**

Buyer shall retain all records related to this Agreement for any period required by law or regulation. Records related to this Agreement include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, Buyer shall timely provide access to such records to BlueHalo upon written request.

#### **21. Disputes.**

All disputes arising under this Agreement that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Each Party irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of under or in connection with this Agreement. Until final resolution of any dispute hereunder, Buyer shall diligently proceed with the performance of its obligations under this Agreement.

#### **22. Governing Law.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without regards to its conflicts of law principles. Exclusive jurisdiction for any litigation arising out of this Agreement or its subject matter shall be in the federal or state courts residing in Arlington County in the Commonwealth of Virginia. In any such proceeding, the Parties waive any objection to

forum including, without limitation, any objection based on lack of personal jurisdiction, improper venue, or inconvenient forum. The Parties specifically disclaim application to this Agreement of the United Nations Convention on Contracts for The International Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods, and any international discovery and service of process conventions.

#### **23. Assignment.**

Buyer shall not assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third person without the prior written consent of BlueHalo, which consent shall not be unreasonably withheld, conditioned, or delayed. Assignment is deemed to have occurred upon the earliest announcement or consummation of any of the following: a merger, consolidation, sale or acquisition of Buyer or any division or component of Buyer, which is to perform the work; the sale of all or substantially all the assets of Buyer; or the acquisition of a controlling interest in the stock of a Buyer. For the purpose of this Agreement, a corporate name change does not constitute an assignment.

#### **24. Interpretation.**

The headings in this Agreement are inserted for convenience only and shall not be used in the interpretation hereof.

#### **25. Modification and Waiver.**

No modification, amendment, supplement to, or waiver of this Agreement or any of its provisions shall be binding upon the Parties unless made in writing and duly signed by the authorized representatives of each Party. A failure or delay of either Party to enforce at any time any of the provisions of this Agreement, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

#### **26. Severability.**

If any of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provision(s) shall be





replaced by a mutually acceptable provision(s), which being valid, legal, and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision(s).

### **27. Survivability.**

All rights, obligations, and duties hereunder, which by their nature of by their express terms extend beyond expiration or termination of this Agreement, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of intellectual property and proprietary information), and Product support obligations shall survive the expiration or termination of this Agreement.

### **28. Order of Precedence.**

In the event of an inconsistency or conflict between the provisions of these Terms and any other document incorporated by reference herein, the inconsistency or conflict shall be resolved by giving precedence in the following order:

1. BlueHalo General Terms and Conditions (this document)
2. Purchase Order
3. BlueHalo Quote & Attachments

### **29. Foreign Corrupt Practices Act.**

Buyer Represents and warrants that Buyer and any person acting on behalf of BlueHalo:

- (a) have not made, and during the term of this Agreement will not make, offer or promise to pay, lend, or give money or anything of value;
- (b) have not authorized and during the term of this Agreement will not authorize any such offer, promise, payment, loan, or gift;
- (c) have not taken and during the term of this Agreement will not take, any action in furtherance of an offer or promise to pay, lend, or give money or anything of value, directly or indirectly, to or for the use or benefit of any individual whether in the public or private sector or to a government official, or to any other person while knowing that all or a portion of such money or thing of value will be offered, given, paid, loaned, or promised, directly or indirectly, to or for the use or benefit of such individual or

government official, for any of the following purposes:

- (i) influencing any act or decision of such Official, in his or its official capacity;
- (ii) inducing such Official to do or omit to do any act in violation of the lawful duty of such Official;
- (iii) inducing such Official to use his or its influence with any governmental entity, public international organization, or political party to affect or influence any act or decision of such entity, public international organization or political party; or
- (iv) securing any improper advantage to either assist the Buyer or any subsidiary or affiliate thereof or further the interests of the business.

For purposes of this Section, an “Official” is any government or party official, candidate or employee, at any level, including

- (i) any officer or employee of any government or any department, agency, or instrumentality thereof;
- (ii) any officer or employee of a company or organization controlled or owned, in whole or in part, by any government or any department, agency, or instrumentality thereof;
- (iii) any officer or employee of any public international organization;
- (iv) any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or any company or other organization owned by such government or department, agency, or instrumentality, or any such public international organization;
- (v) any political party or official thereof or any candidate for political office (collectively “Government Officials”).

Buyer may not make any payments under this Agreement to unlawfully influence any act or decision of an official, party or candidate in his, her or its official capacity, or to improperly induce such official, party or candidate to his,



hers or its influence with a government to affect or influence any act or decision of such government to assist the Buyer and its related companies in obtaining, retaining, or directing business to the Buyer and its related companies or to any person or other corporate entity.